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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KRISTIE GUSTAFSON-SNYDER,

Plaintiff,

v.

BARSTOW COMMUNITY
HOSPITAL; and FROST-ARNETT
COMPANY.

Defendant.

Case No. 5:23-cv-00263

**Plaintiff's Complaint AND
DEMAND FOR JURY TRIAL**

1. FDCPA, 15 U.S.C. § 1692 *et seq.*
2. RFDCPA, Cal. Civ. Code. § 1788
et seq.
3. Cal. Civ. Code § 3345

(Unlawful Debt Collection Practices)

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Kristie Gustafson-Snyder ("Plaintiff"), by and through her attorneys, alleges the following against Defendants Barstow Community Hospital ("Barstow") and Frost-Arnett Company ("Frost-Arnett").

INTRODUCTION

1 1. Counts I and II of Plaintiff's Complaint is based upon the FDCPA and
2 RFDCPA, which prohibit debt collectors from engaging in abusive, deceptive, and
3 unfair practices connection with the collection of consumer debts.
4

5 2. Count III of Plaintiff's Complaint is based upon Cal. Civ. Code §
6 3345, which allows, in an action brought by a disabled person to redress unfair or
7 deceptive acts or practices or unfair methods of competition, recovery up to three
8 times greater than authorized by the statute, or where, the statute does not authorize
9 a specific amount, up to three times greater than the amount the trier of fact would
10 impose in the absence of that affirmative finding.
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12

13 **JURISDICTION AND VENUE**
14

15 3. The District Court has federal question jurisdiction over these claims
16 pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692.
17

18 4. Supplemental jurisdiction of this court arises under 28 U.S.C. § 1367
19 because the state law claims are so related to the claims in the action within such
20 original jurisdiction that they form part of the same case or controversy under
21 Article III of the US Constitution.
22

23 5. Because Defendants conduct business within the County of San
24 Bernardino, State of California, personal jurisdiction is established.
25

26 6. Venue is proper pursuant to 28 U.S.C. 1391(b)(2) in that a substantial
27 part of the events or omissions giving rise to the claim occurred in this District.
28

PARTIES

7. Plaintiff is a “person” as defined by Cal. Civ. Code § 1788.2(g).

8. Plaintiff is a “disabled person” as defined by Cal. Civ. Code § 1761(g).

9. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

10. Plaintiff is a natural person residing in Barstow, California.

11. Plaintiff, as a natural person allegedly obligated to pay a consumer debt to Defendant, alleged to have been due and owing, is a “debtor” as that term is defined by California Civil Code § 1788.2(h) of the Rosenthal Act.

12. As a partnership, corporation, limited liability company, or other similar entity, Defendants are a “person” within the meaning of California Civil Code § 1788.2(g) of the Rosenthal Act.

13. Defendants allege Plaintiff owed them money arising out of medical services performed upon Plaintiff by Defendants for treatment of injuries arising out of an industrial work-place accident, without payment being required at the time of services being rendered, and Plaintiff is informed and believes the money alleged to have been owed to Defendants originated from monetary credit that was extended primarily for personal, family, or household purposes, and is therefore a “debt” as that term is defined by California Civil Code § 1788.2(d) and is a “debt” as that term is defined by 15 U.S.C. § 1692a(5).

1 14. Plaintiff allegedly owed a monetary debt to Defendant, which makes
2 Defendants a “creditor” under California Civil Code § 1788.2(i) of the Rosenthal
3 Act.
4

5 15. Upon information and belief, Defendants were attempting to collect
6 on a debt that originated from monetary credit that was extended primarily for
7 personal, family, or household purposes due to medical services performed upon
8 Plaintiff to treat injuries arising out of a work-place accident without payment being
9 required at the time of services and was therefore a “consumer credit transaction”
10 within the meaning of California Civil Code § 1788.2(e) of the Rosenthal Act.
11
12

13 16. Because Plaintiff, a natural person allegedly obligated to pay money
14 to Defendants arising from what Plaintiff is informed and believes was a consumer
15 credit transaction due to medical services performed upon Plaintiff to treat injuries
16 arising out of a work-place accident without payment being required at the time of
17 services, the money allegedly owed was a “consumer debt” within the meaning of
18 California Civil Code § 1788.2(f) of the Rosenthal Act.
19
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22 17. Plaintiff is informed and believes Defendants regularly collect or
23 attempt to collect debts on behalf of themselves, and is therefore both a “debt
24 collector” within the meaning of California Civil Code § 1788.2(c) of the Rosenthal
25 Act, and thereby engages in “debt collection” within the meaning of California
26 Civil Code § 1788.2(b) of the Rosenthal Act.
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1 18. Plaintiff is a “debtor” as defined by Cal. Civ. Code § 1788.2(h).

2 19. At all relevant times herein, Defendant Barstow was a company
3 engaged, by use of mails and telephone in the business of collecting a debt from
4 Plaintiff which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d).
5 Defendant can be served at its principal place of business, located at 820 E.
6 Mountain View Street, Barstow, CA 92311.
7

8 20. At all relevant times herein, Defendant Frost-Arnett was a company
9 engaged, by use of mails and telephone in the business of collecting a debt from
10 Plaintiff which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d) and
11 as defined by 15 U.S.C. § 1692a(5). Defendant is a “debt collector” as defined by
12 15 U.S.C. § 1692a(6). Defendant can be served at through its agent for service of
13 process, C T Corporation System, located at 330 N. Brand Blvd., Glendale, CA
14 91203.
15
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19 21. Defendants acted through their agents, employees, officers, members,
20 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,
21 representatives, and insurers.
22

23 **FACTUAL ALLEGATIONS**
24

25 22. On or about April 13, 2018, Plaintiff was injured in a work-related
26 accident which has required on-going medical treatment or services.
27
28

1 23. On at least one occasion between April 13, 2018 and October 12,
2 2021, Plaintiff visited Defendant Barstow for medical treatment related to her
3 workplace accident.
4

5 24. At the time, Plaintiff expressly informed Defendant Barstow that her
6 injury was work related, she an on-going workers compensation claim, and
7 provided all information to Defendant Barstow regarding her workers
8 compensation claim.
9

10 25. On or about October 12, 2021, Plaintiff returned to Defendant
11 Barstow's emergency room for emergency medical treatment related to her
12 workplace accident.
13
14

15 26. During her emergency room visit on October 12, 2021, Plaintiff
16 informed Defendant Barstow that the injury was related to a workplace accident,
17 that she had an on-going workers compensation claim and once again provided all
18 information so that Defendant Barstow could bill the proper party.
19
20

21 27. During the October 12, 2021 emergency room visit, Defendant
22 Barstow acknowledged that Plaintiff had been seen by them for her workplace
23 accident and that the current treatment was a continuation of medical treatment for
24 her workplace injury.
25
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1 28. As such, Defendant Barstow, and the hospital staff at Barstow, knew
2 or should have known that Plaintiff's injuries were the result of a workplace
3 accident.
4

5 29. Defendant Barstow is attempting to collect an alleged debt from
6 Plaintiff related to her workplace injury.
7

8 30. Despite have knowledge that Plaintiff's injuries are the result of a
9 workplace accident, Defendant Barstow began attempting to collect from Plaintiff
10 directly and sent Plaintiff bills for collection for medical services she was not
11 legally responsible for.
12

13 31. Having been advised by Plaintiff at the time of treatment, Defendant
14 Barstow possessed specific information regarding Plaintiff's injury, including the
15 fact that it was a work-related injury; a critical fact which Defendant knew or
16 should have known.
17

18 32. Plaintiff's employer accepted liability for the injuries she suffered at
19 work and therefore, any and all amounts due from the medical treatment and/or
20 services rendered in relation to her work-place injury is not Plaintiff's legal
21 responsibility.
22

23 33. In or around January 2022, Plaintiff received a medical statement/bill
24 from Defendant Barstow for her October 2021 emergency room visit.
25
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1 34. The statement/bill was attempting to collect an amount of \$1,774.76,
2 of which Plaintiff is not responsible for.

3 35. In or around April 2022, Plaintiff received a medical statement/bill
4 from Defendant Barstow for her October 2021 emergency room visit.

5 36. The statement/bill was attempting to collect an amount of \$1,774.76,
6 of which Plaintiff is not responsible for.

7 37. On at least one occasion after receiving the medical statements/bills
8 from Defendant Barstow, Plaintiff visited Defendant Barstow in-person and
9 informed the billing department that she was not responsible for the bills and that
10 it was part of her workers compensation claim.

11 38. During this in-person visit by Plaintiff, Defendant Barstow
12 acknowledged that Plaintiff had a workers compensation claim and the bills were
13 subject to workers compensation.

14 39. However, despite this, Defendant Barstow continued to send
15 statements/bills in an attempt to collect on the alleged debt and even proceeded to
16 place the alleged debt with a third-party debt collector, Defendant Frost-Arnett.

17 40. In or around June 2022, Defendant Frost-Arnett sent Plaintiff a
18 collection letter attempting to collect on an alleged debt owed for the October 12,
19 2021 emergency room visit.

1 41. The collection letter was attempting to collect an amount of \$1,774.76
2 of which Plaintiff is not responsible for.

3 42. The collection letter was attempting to collect an amount that was not
4 permitted by law because Plaintiff was not responsible for any and all medical bills
5 received that were related to her workplace injury.
6

7 43. Upon information and belief, Defendants placed debt collection calls
8 to Plaintiff in an attempt to collect on the alleged debt.
9

10 44. In or around August 2022, Plaintiff received a medical statement/bill
11 from Defendant Barstow for a July 24, 2022 visit seeking to collect an amount of
12 \$200.00.
13

14 45. However, the medical statement/bill had a different patient name
15 listed, but was addressed to “SVUSD” and sent to Plaintiff’s home address.
16

17 46. Plaintiff was left confused because Barstow was now sending her a
18 bill for a different amount and for an account that did not even belong to her.
19

20 47. Again, in or around September 2022, Plaintiff received a medical
21 statement/bill from Defendant Barstow for a July 24, 2022 visit.
22

23 48. The statement/bill was attempting to collect an amount of \$200.00, of
24 which Plaintiff is not responsible for.
25

26 49. The statement/bill was addressed to “SVUSD” and indicated that the
27 account remained unpaid.
28

1 50. The statements/bills were attempting to collect an amount that was not
2 permitted by law because Plaintiff was not responsible for any and all medical bills
3 received that were related to her workplace injury.
4

5 51. Due to Defendants' abusive actions, Plaintiff suffered from emotional
6 and mental pain and anguish, including but not limited to, stress, anxiety, fear, and
7 confusion.
8

9 52. Plaintiff was under the belief that all medical services she received
10 that were related to her workplace injury were not her responsibility and would be
11 paid for by her employer, which is what the law mandates.
12

13 53. Plaintiff was repeatedly told by her workers compensation attorney
14 that she was not responsible for the medical service related to her workplace injury,
15 but the repeated collection letters caused her to doubt her attorney.
16
17

18 54. Defendant had in its possession all information necessary to properly
19 handle the correct billing for the treatment, and despite this, Defendant sent
20 Plaintiff bills and statements in an attempt to collect on a debt Plaintiff is not legally
21 responsible for.
22

23 55. The RFDCPA is a "state version" of the FDCPA that "mimics or
24 incorporates by reference the FDCPA's requirements," including sections 1692d
25 through 1692f, "and makes available the FDCPA's remedies for violations." *Riggs*
26 *v. Prober & Raphael*, 681 F.3d 1097, 1100 (9th Cir. 2012).
27
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1 56. The RFDCPA is a strict liability statute. *Garcia v. Creditors Specialty*
2 *Serv.*, No. 14-cv-01806-BLF, 2016 U.S. Dist. LEXIS 159686, at *15 (N.D. Cal.
3 Nov. 2016).

4
5 57. Defendants attempted to collect a debt regarding Plaintiff's medical
6 treatment at Barstow Community Hospital stemming from a work-related injury
7 covered by workers' compensation.

8
9 58. The alleged debt Defendants are attempting to collect cannot be
10 lawfully collected from Plaintiff and as a result, the medical bills, statements and/or
11 collection letters contain false, deceptive, and misleading representations.

12
13 59. Moreover, Plaintiff is a disabled person as defined by Cal. Civ. Code
14 § 1761(g).

15
16 60. Plaintiff's injury left her unable to walk for several months, which
17 meant she could not work.

18
19 61. Defendants engaged in unfair and/or deceptive acts and/or unfair
20 methods of competition by attempting to collect amounts that cannot lawfully be
21 collected from Plaintiff.

22
23 62. Defendants' conduct was directed towards Plaintiff, a disabled person.

24
25 **COUNT I**
26 **ALL Defendants**
27 **(Violations of RFDCPA, CAL. CIV. CODE § 1788 et seq.)**
28

1 63. Plaintiff incorporates by reference all of the above paragraphs of this
2 Complaint as though fully stated herein.

3 64. Defendants violated the RFDCPA. Defendants' violations include, but
4 are not limited to, the following:

5
6 a. Defendants violated Cal. Civ. Code § 1788.17 by collecting or
7 attempting to collect a consumer debt without complying with the
8 provisions of Sections 1692b to 1692j, inclusive, of . . . Title 15 of
9 the United States Code (Fair Debt Collection Practices Act).

10
11 a. Defendants violated 15 U.S.C. § 1692d, by engaging in
12 conduct the natural consequence of which is to harass,
13 oppress, or abuse any person in connection with the collection
14 a debt.

15
16 b. Defendants violated 15 U.S.C. § 1692e by using false,
17 deceptive, or misleading representations or means in
18 connection with the collection of any debt.

19
20 c. Defendants violated 15 U.S.C. § 1692e(2)(A) by falsely
21 representing the character, amount, or legal status of any debt.

22 d. Defendants violated 15 U.S.C. § 1692e(10), by using false
23 representation or deceptive means to collect or attempt to
24 collect any debt or obtain information concerning a consumer.
25
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1 e. Defendants violated 15 U.S.C. § 1692f, by using unfair or
2 unconscionable means to collect or attempt to collect any debt.

3 f. Defendants violated 15 U.S.C. § 1692f(1) by attempting to
4 collect any amount (including any interest, fee, charge or
5 expense incidental to the principal obligation) that is not
6 permitted by law.
7

8
9 65. Defendants' acts, as described above, were done intentionally with the
10 purpose of coercing Plaintiff to pay the alleged debt.
11

12 66. As a result of the foregoing violations of the RFDCPA, Defendants
13 are liable to Plaintiff for actual damages, statutory damages, and attorneys' fees
14 and costs.
15

16
17 **COUNT II**
18 **Defendant Frost-Arnett**
19 **(Violations of the FDCPA, 15 U.S.C. § 1692 *et seq.*)**

20 67. Plaintiff incorporates by reference all of the above paragraphs of this
21 Complaint as though fully stated herein.

22 68. Defendant Frost-Arnett violated the FDCPA. Defendant's violations
23 include, but are not limited to, the following:
24

25 a. Defendants violated 15 U.S.C. § 1692d, by engaging in
26 conduct the natural consequence of which is to harass,
27
28

1 oppress, or abuse any person in connection with the collection
2 a debt.

3 b. Defendants violated 15 U.S.C. § 1692e by using false,
4 deceptive, or misleading representations or means in
5 connection with the collection of any debt.
6

7 c. Defendants violated 15 U.S.C. § 1692e(2)(A) by falsely
8 representing the character, amount, or legal status of any debt.
9

10 d. Defendants violated 15 U.S.C. § 1692e(10), by using false
11 representation or deceptive means to collect or attempt to
12 collect any debt or obtain information concerning a consumer.
13

14 e. Defendants violated 15 U.S.C. § 1692e(11) by failing to
15 disclose in its communications that it is a debt collector
16 attempting to collect a debt and that any information obtained
17 will be used for that purpose;
18

19 f. Defendants violated 15 U.S.C. § 1692f, by using unfair or
20 unconscionable means to collect or attempt to collect any debt.
21

22 g. Defendants violated 15 U.S.C. § 1692f(1) by attempting to
23 collect any amount (including any interest, fee, charge or
24 expense incidental to the principal obligation) that is not
25 permitted by law.
26
27
28

1 69. Defendant's acts, as described above, were done intentionally with the
2 purpose of coercing Plaintiff to pay the alleged debt.

3
4 70. As a result of the foregoing violations of the FDCPA, Frost-Arnett is liable
5 to Plaintiff for actual damages, statutory damages, and attorneys' fees and
6 costs.

7
8 **COUNT III**
9 **ALL Defendants**
10 **(Violations of CAL. CIV. CODE § 3345)**

11 71. Plaintiff incorporates by reference all of the above paragraphs of this
12 Complaint as though fully stated herein.

13 72. Cal. Civ. Code § 3345(a) provides that this section will apply in an action
14 brought by disabled persons to redress unfair competition or deceptive acts.

15 73. Cal. Civ. Code § 3345(b) allows a disabled person to recover up to three
16 times greater than authorized by the statute, or, where the statute does not
17 authorize a specific amount, up to three times greater than the amount the
18 trier of fact would impose in the absence of that affirmative finding.

19 74. Plaintiff is a disabled person as defined by Cal. Civ. Code § 1761(g).

20 75. Plaintiff's workplace injury left her unable to walk for several months, and
21 unable to work.

22 76. Defendants engaged in unfair competition and/or deceptive acts in its
23 unlawful collection activity, including but not limited to, sending collection
24
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1 letters/statements in an attempt to mislead Plaintiff and collect from her
2 amounts of money she does not in fact owe.

3
4 77. As a result of Defendants' conduct and violations, Defendants are liable to
5 Plaintiff for three times greater than authorized by the FDCPA and
6 RFDCPA.
7

8 **PRAYER OF RELIEF**

9 **WHEREFORE**, Plaintiff Kristie Gustafson-Snyder, respectfully requests
10 judgment be entered against Defendants for the following:
11

12 A. Declaratory judgment that Defendant Frost-Arnett violated the
13 FDCPA;
14

15 B. Statutory damages against Defendant Frost-Arnett of \$1,000.00
16 pursuant to the FDCPA, 15 U.S.C. § 1692k(a)(2)(A);
17

18 C. Actual damages against Defendant Frost-Arnett pursuant to the
19 FDCPA, 15 U.S.C. § 1692k(a)(1);
20

21 D. Costs and reasonable attorneys' fees against Defendant Frost-Arnett
22 pursuant to the FDCPA, 15 U.S.C. § 1692k(a)(3);
23

24 E. Declaratory judgment that Defendants violated the RFDCPA;

25 F. Statutory damages against Defendants of \$1,000.00 pursuant to the
26 RFDCPA, Cal. Civ. Code §1788.30(b);
27
28

1 G. Actual damages against Defendants pursuant to Cal. Civ. Code

2 §1788.30(a);

3 H. Costs and reasonable attorneys' fees against Defendants pursuant to

4 the RFDCPA, Cal. Civ. Code §1788.30(c);

5 I. Treble damages pursuant to Cal. Civ. Code § 3345;

6 J. Punitive damages to be determined at trial, for the sake of example

7 and punishing Defendant for their malicious conduct, pursuant to

8 Cal. Civ. Code § 3294(a);

9 K. Awarding Plaintiff any pre-judgment and post-judgment interest as

10 may be allowed under the law; and

11 L. Any other relief that this Honorable Court deems appropriate.

12 **DEMAND FOR JURY TRIAL**

13 Please take notice that Plaintiff demands a trial by jury in this action.

1 Respectfully submitted this 17th day of February 2023.

2
3 By: /s/ Youssef H. Hammoud
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